

AN ORDINANCE approving the awarding of Reference #1336 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Sauls Cleaning Service for various park sites.

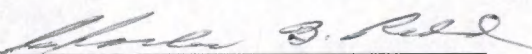
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1336 between the City of Fort Wayne, by and through its Department of Purchasing and Sauls Cleaning Service for various park sites, respectfully for:

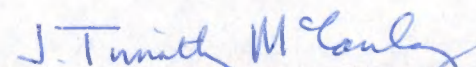
providing building and grounds cleaning of various park sites for 16 weeks to start June 5, 1988 and end September 24, 1988;

involving a total cost of Fourteen Thousand Four Hundred Ninety-Six and no/100 Dollars (\$14,496.00+/-), all as more particularly set forth in said Reference #1336 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

Bid Reference #1336
Park Grounds Cleaning

E.B.S.C.

\$1980.00 per week
@16 Weeks = \$31,680.00

Sauls Cleaning

\$3,900.00 per month
4.3 = \$906.00 per week
@16 weeks = \$14,496.00

NORMAL AND PRIOR APPROVAL INTRODUCTION

THIS FORM IS TO BE COMPLETED FOR ANY PROJECT REQUIRING JUSTIFICATION AT CITY COUNCIL. THIS COMPLETED FORM IS TO BE IN THE OFFICE OF THE DEPARTMENT OF PURCHASES NO LATER THAN 12:00 NOON ON THE TUESDAY OF INTRODUCTION.

ORDER NUMBER: 1336 DESCRIPTION OF ITEM OR SERVICE: _____

PROVIDE BUILDING & GROUNDS CLEANING OF VARIOUS PARK SITES
FOR 16 WEEKS START- JUNE 5 & END SEPT 24, 1988

AWARDED TO: SAULS CLEANING AMOUNT: 14,496⁰⁰

AS WAS NOT LOWEST AND MOST RESPONSIBLE OF 2 BIDDERS. IF NOT LOWEST, WHO WAS NOT AND WHY WERE THEY NOT AWARDED: _____

DESCRIPTION OF PROJECT: (BE SPECIFIC AND QUANTIFY) PROVIDE BUILDING & GROUNDS
CLEANING SERVICE TO 12 PARK SITES FROM JUNE 5 THRU SEPT 24, 1988.

REPLACEMENT, WHAT NECESSITATES: _____

PURCHASE WILL BENEFIT ✓ RESIDENTIAL _____ COMMERCIAL PROPERTIES

SOURCE OF REQUEST: PARK DEPT. SOURCE OF FUNDING: PARK BUDGET

WHAT ARE THE IMPLICATIONS IF PURCHASE IS NOT APPROVED: WOULD HAVE TO
COMPLETE WORK WITH OWN WORKFORCE - MAY NOT BE AS COST EFFECTIVE

PRIOR APPROVAL IS BEING REQUESTED, JUSTIFY THE NEED: _____

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1336

DATE April 18, 1988

DUE DATE Thursday, May 5, 1988 at 11:30 A.M.

Department receiving bid items Board of Park Commissioners

705 E. State Blvd

Fort Wayne, IN 46805

Bid Bond Required NO YES X AMOUNT 5%

Performance Bond Required NO X YES AMOUNT

Affirmative Action - On file with the City of Fort Wayne

- Attached to this document

Prompt payment discounts will be allowed as follows: 0 %
if paid within days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

E.B.S.C. CORP./dba FORT WAYNE WINDOW

X CLEANING & BUILDING MAINTENANCE

Name of Company

by Charles A. Smith Agent
(signature)

Address 205 W. Wallace Street

City Fort Wayne, Indiana 46802

**FORT
WAYNE
WHERE AMERICA
WORKS**

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT OF THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- (a) The undersigned firm certifies that it is an
(MBE/WBE) Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____ %.

For WBE specify percentage of women ownership _____%.

- (b) _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE (cross out inapplicable provision) firm shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm 0%. (cross out inapplicable provision)

- (c) The undersigned commits 0% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

[illegible]

- 1.
- 2.
- 3.

- (d) The undersigned commits 0 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
--------------	---------	--------------

- 1.
- 2.
- 3.

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: Not a MBE or WBE company
2. We have taken the following steps in an attempt to comply with these participation goals:

E.B.S.C. CORP./dba Fort Wayne
Window Cleaning & Building Maintenance

Contractor

Contractor

By _____

By

Philip A. Jankel

Its _____

Its

Vice-President

☐ 12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

☒ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SPECIFICATIONS (Continued)

- Contractor and their employees are to operate out of company owned vehicles which have clear identification of its name on both sides of the vehicle.
- Contractor is to supply all necessary equipment to perform the service.
- Contractor will be held responsible for satisfactory work in accord with the intent of the specifications.
- Contractor shall be held for any breakage, damage or loss incurred through the carelessness of any of its employees.
- Contractor must name a company representative to work directly with the Park Department representative.
- Contractor will be required to attend, with the Park Department, on any inspections involving the contractor's quality of work; at the Park Departments request.
- Contractor shall submit approved copies of a work check list that is to be used by their employees in performing work as specified.
- Contractor shall submit copies of their completed work inspection forms and also submit and maintain an accurate schedule of inspection time.
- Contractor shall submit and maintain an accurate schedule of when its employees will be performing the services. Park Department will approve schedule.

(6) Park Department's Responsibility:

- Provide all paper products, hand soap, light bulbs, work order forms, necessary keys and utilities.
- Review all work performed by the contractor at least once a week. Any problems found will be reported to the contractor within 24 hours through their named representative.

(7) Specifications Changes:

- Park Department reserves the right to change specifications at any time. At that time, the Park Department and the Contractor may negotiate any price adjustments.

(8) Contract Period:

- Contract is effective from ~~May~~ ^{JUNE 5^{del}} 2, 1988 to September 30, 1988 ^{24^{del}}
A thirty-day written notice to terminate this agreement may be submitted by the Contractor or Park Department for any reason. This thirty-day termination notice will be given by one party to the other.

(9) Payment:

Contractor will submit an invoice by the fifth day of the month for the previous month's service. Payment will be within thirty-days of receipt of invoice.

(10) Cost of Service: -

TOTAL: \$ 43,560.00

(11) Alternate:

- Contractor may submit alternate proposal for the owner to consider if they deem it may be to owner's advantage to consider.

BID, OFFER OR PROPOSAL

on

MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

Fort Wayne Indiana May 5th, 1988

To City of Fort Wayne
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of Department of Purchases, City of Fort Wayne
state name official position and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
	22 wk.		Parks Dept. Clean rest rooms and grounds as per specifications.	\$1980.00 per wk.	\$43,560.00 total
IF MORE SPACE IS NEEDED ATTACH SEPARATE SHEET					

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1336

DATE April 18, 1988

DUE DATE Thursday, May 5, 1988 at 11:30 A.M.

Department receiving bid items Board of Park Commissioners

705 E. State Blvd

Fort Wayne, IN 46805

Bid Bond Required NO YES X AMOUNT 5%

Performance Bond Required NO X YES AMOUNT

Affirmative Action - On file with the City of Fort Wayne
- Attached to this document

Prompt payment discounts will be allowed as follows: 2 %
if paid within 10 days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

**FORT
WAYNE
WHERE AMERICA
WORKS**

X Sanl' Cleaning Service
Name of Company

by James O. Sanl Agent
(signature)

Address 2924 S. Calhoun, Suite 14

city Ft. Wayne, IN

46807

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 3900 per month (if unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The services shall be commenced by May 2, 1988 (date of award of contract unless otherwise specified) and completed by September 30, 1988

☐ Liquidated Damages Provision This clause will be applicable to this contract if the box contains a checkmark or an "X", or if required in specifications.

LIQUIDATED DAMAGES IN TIME OF PERFORMANCE

Actual damages for delays in completion are impossible to determine. Accordingly and as part of the consideration to enter into this transaction, the contractor agrees to be liable for also to pay to the City of Fort Wayne the sum of \$ per hour \$20.00 a day as liquidated damages for each calendar day of delay past the stipulated date of completion as shown on the Request for Quotation, Contract or Purchase Order; Whichever may apply. This payment shall not limit the City's right to collect other damages.

Any claim for an extension of the date of completion shall be based on a written notice/request delivered to the owner within 5 days of the occurrence of the event giving rise/to the claim.

Time of completion may only be altered by written approval from the owner.

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate

determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$(~~per park~~) 20.00 per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the Government of any state or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

OPTIONAL RENEWAL

☒ By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional period not to exceed one (1) year. However, the agreement to extend must be completed in writing not less than fifteen (15) days prior to expiration date. The contract may be extended only at the same price and under the same conditions governing the original contract.

INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be conducted by the persons named below. Only these persons will have the authority to accept or reject the bids. In the event the individual or individuals listed below are no longer employed by the City or are no longer employed in the position stated, the person or persons assuming their positions will be responsible for the acceptance or rejection.

<u>NAME</u>	<u>TITLE</u>
<u>John Presensky (219)427-1253</u>	<u>Park Department</u>
<u>Gloria Goeglein (219)427-1101</u>	<u>Director of Purchases</u>

Any questions pertaining to the Bid Package itself, should be directed to:

Jane Davis-Ember (219)427-1101 Bid-Coordinator

BID, OFFER OR PROPOSAL

on

MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

Ft. Wayne, Indiana 5/5, 1988

To
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of

.....
state name official position and municipality
and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
			Bid Reference #1336 Labor & Supplies required for cleaning the Park Grounds at a number of locations in the City of Ft. Wayne	\$3900 per month	

Read the first time in full and on motion by Redd, seconded by Dean, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 5-24-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt, seconded by Redd, and duly adopted, placed on its passage. PASSED ~~Lost~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY				<u>✓</u>
BURNS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER				<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 6-14-88

Marjula Esteroff
SANDRA E. KENNEDY, CITY CLERK
Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-72-88

on the 14th day of June, 1988,

ATTEST

SEAL

Marjula Esteroff
SANDRA E. KENNEDY, CITY CLERK
Deputy

Thomas P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of June, 1988, at the hour of 11:20 o'clock A. M., E.S.T.

Marjula Esteroff
SANDRA E. KENNEDY, CITY CLERK
Deputy

Approved and signed by me this 16th day of June, 1988, at the hour of 8:30 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

J-88-05-17

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance awarding Reference No. 1336 to Sauls Cleaning Service. To provide building and grounds cleaning of various park sites for 16 weeks. To start June 5, 1988 and end September 24, 1988.

EFFECT OF PASSAGE: Park grounds free of litter, paper, glass and other debris. Play equipment repaired as needed for safer use by children. Restroom free of debris, graffiti, etc.

EFFECT OF NON-PASSAGE: Would have to complete work with own work force and would not be as cost effective.

MONEY INVOLVED: Sauls Cleaning \$14,496.00

SOURCE OF FUNDING: Park Department, 121-121-P240-4365
Janitorial & Service \$20,790.00

ASSIGNED TO COMMITTEE:

BILL NO. S-88-05-17

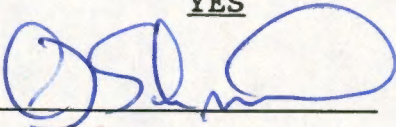
REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the
awarding of Reference #1336 by the City of Fort Wayne,
Indiana, by and through its Department of Purchasing and
Sauls Cleaning Service for various park sites

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~ _____

YES

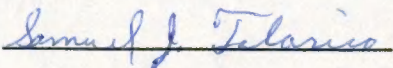
NO



DONALD J. SCHMIDT
CHAIRMAN

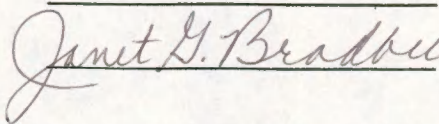


CHARLES B. REDD
VICE CHAIRMAN



SAMUEL J. TALARICO

JAMES S. STIER



JANET G. BRADBURY

CONCURRED IN 6-14-88.



Sandra E. Kennedy
City Clerk